

The Gazette of India

PUBLISHED BY AUTHORITY

No. 1] NEW DELHI, SATURDAY, JANUARY 3, 1953

NOTICE

The undermentioned Gazettes of India Extraordinary were published upto the 27th December 1952 :—

Issue No.	No. and date	Issued by	Subject
173	S. R. O. 2078, dated the 19th December 1952.	Election Commission, India	Publication of Election Petition No. 149 of 1952.
	S. R. O. 2079, dated the 19th December 1952.	Ditto.	Publication of Election Petition No. 232 of 1952 .
174	S. R. O. 2080, dated the 20th December 1952.	Ditto.	Publication of Election Petition No. 208 of 1952.
	S. R. O. 2081, dated the 20th December 1952.	Ditto.	Publication of Election Petition No. 287 of 1952.
175	S. R. O. 2082, dated the 22nd December 1952.	Ministry of Works, Housing and Supply.	Draft of a further amendment to the Petroleum Rules, 1937.
	S. R. O. 2083, dated the 22nd December 1952.	Ditto.	Draft of a further amendment to the Carbide of Calcium Rules, 1937.
	S. R. O. 2084, dated the 22nd December 1952.	Ditto.	Draft of a further amendment to the Cinematograph Film Rules, 1948.
	S. R. O. 2119, dated the 23rd December 1952.	Ministry of Finance.	Declaration regarding non-applicability of certain provisions of the Banking Companies Act, 1949.

Copies of the Gazettes Extraordinary mentioned above will be supplied on indent to the Manager of Publications, Civil Lines, Delhi. Indents should be submitted so as to reach the Manager within ten days of the date of issue of these Gazettes.

PART II—Section 3**Statutory Rules and Orders Issued by the Ministries of the Government of India (other than the Ministry of Defence) and Central Authorities (other than the Chief Commissioners).****ELECTION COMMISSION, INDIA***New Delhi, the 23rd December 1952*

S.R.O. 1.—It is hereby notified for general information that the disqualifications under clause (c) of section 7 and section 143 of the Representation of the People Act, 1951 (XLIII of 1951), incurred by the person whose name and address are given below, as notified under notification No. PB-P/52(18), dated the 11th June, 1952, have been removed by the Election Commission in exercise of the powers conferred on it by the said clause and section 144 of the said Act respectively:—

Shri Chaman Lal, S/O Shri Sohan Lal, Ram Raj Bhawan, Abdullapur, District Ambala,

[No. PB-P/52(28).]

New Delhi, the 26th December 1952

S.R.O. 2.—It is hereby notified for general information that the disqualifications under clause (c) of section 7 and section 143 of the Representation of the People Act, 1951 (XLIII of 1951), incurred by the person whose name and address are given below, as notified under notification No. BY-P/52(22), dated the 19th April, 1952, have been removed by the Election Commission in exercise of the powers conferred on it by the said clause and section 144 of the said Act respectively:—

Shri Badridas Gangabishan Bajoria, 17th Mile Stone, Bombay-Agra Road, Bhandup, Bombay.

[No. BY-P/52(68).]

P. N. SHINGHAL, Secy.

MINISTRY OF HOME AFFAIRS*New Delhi, the 23rd December 1952*

S.R.O. 3.—In exercise of the powers conferred by section 27 of the Indian Arms Act, 1878 (XI of 1878), the Central Government is pleased to exempt *ex post facto* His Excellency Sardar Mohamed Omar Zakaria, brother-in-law of His Majesty the King of Afghanistan, from the operation of the prohibitions and directions contained in sections 6, 10 and 13 to 15 of the said Act in respect of:—

- (1) One 275 Rigby Rifle No. 5960 with seven hundred cartridges.
- (2) One 275 Holland & Holland Double Barrel Rifle No. 19457, and
- (3) One thousand .12 inch short gun cartridges.

[No. 9/55/52-Police(I).]

U. K. GHOSHAL, Dy. Secy.

New Delhi, the 26th December 1952

S.R.O. 4.—In exercise of the powers conferred by the proviso to article 309 of the Constitution, read with articles 313 and 372 thereof and paragraph 19 of the Adaptation of Laws Orders, 1950, the President hereby directs that the following further amendment shall be made in the Rules published with the notification of the Government of India in the late Home Department No. F.9-19/30-Ests., dated the 27th February 1932, namely:—

In the Schedule annexed to the said Rules under the heading "Communications Department" and sub-heading "Overseas Communications Service", for

entries relating to Class IV posts the following entries shall be substituted, namely:—

Class IV posts.	(i) Assistant General Manager in the case of post at Head Office.	Assistant General Manager in the case of post at the Head Office	All	General Manager, Overseas Communications Service.
	(ii) Head of Office at each station.	Head of Office at each station.	All	General Manager, Overseas Communications Service.

[No. 7/29/52-Ests.]

S. P. MAHNA, Asstt. Secy.

MINISTRY OF EXTERNAL AFFAIRS

New Delhi, the 22nd December 1952

S.R.O. 5.—In pursuance of sub-section (5) of section 11 of the Port Haj Committee Act, 1932 (XX of 1932), the election by the Port Haj Committee, Bombay at its meeting held on the 14th November 1952, of Haji Hasanally P. Ebrahim as the Chairman, and of Haji Ahmed Haji Abdullah and Mr. A. K. Safri as the Vice-Chairmen of the said Committee is hereby notified.

[No. 633-AWT/52.]

MOHD. YUNUS, Under Secy.

MINISTRY OF FINANCE (REVENUE DIVISION)

Customs

New Delhi, the 27th December 1952

S.R.O. 6.—In exercise of the powers conferred by section 6 of the Sea Customs Act, 1878 (VIII of 1878), the Central Government hereby directs that the following further amendment shall be made in the notification of the Government of India in the Ministry of Finance (Revenue Division) No. 6-Customs, dated the 18th January 1952, namely:—

In the said notification—

(a) for the words "Chief Executive Officer" in the preamble, the words "Chief Customs Officer" shall be substituted;

(b) in the schedule under the heading "Port or Ports" in the entry—

(i) against serial No. 4, after the words 'except Madras', the following shall be inserted, namely:—

"Calingapatam, Bimunipatam, Visakhapatam, Kakinada, Masulipatam, Narsapur and Nizampatnam", and

(ii) for the entries against serial Nos. 7 and 8, the following entries shall be substituted, respectively, namely:—

7. The Collector of Central Excise, Baroda. All ports situated in the States of Saurashtra and Kutch and all ports situated in the districts of Ahmedabad, Kaira, Broach, Surat, Amreli and the port of Kalai in the Thana district of the State of Bombay,

8. The Collector of Central Excise, Hyderabad. The ports of Calingapatam, Visakhapatam, Bimunipatam, Kakinada, Masulipatam, Narsapur and Nizampatnam in the State of Madras."

[No. 64.]

S.R.O. 7.—In exercise of the powers conferred by section 6 of the Sea Customs Act, 1878 (VIII of 1878), the Central Government hereby directs that the following further amendment shall be made in the notification of the Government of India in the Ministry of Finance (Revenue Division) No. 5-Customs, dated the 18th January 1952, namely:—

In the schedule appended to the said notification under the heading 'Port or Ports'—

- (i) in the entry against serial No. 7, after the words 'except Madras' the following shall be inserted, namely:—

"Calingapatam, Visakhapatam, Bimunipatam, Kakinada, Masulipatam, Narsapur and Nizampatnam".

- (ii) for the entries against serial Nos. 10 and 11, the following entries shall be substituted namely:—

- | | |
|---|---|
| <p>10. All ports situated in the States of Saurashtra and Kutch and all ports situated in the Districts of Ahmedabad, Kaira, Broach, Surat and Amroli and the port of Kalai in the Thana District in the State of Bombay.</p> | <p>The Assistant Collectors of Central Excise in charge of Divisions in the Baroda Central Excise Collectorate for Customs ports situated with in their respective Divisions.</p> |
| <p>11. The ports of Calingapatam, Visakhapatam, Bimunipatam, Kakinada, Masulipatam, Narsapur and Nizampatnam, situated in the State of Madras.</p> | <p>The Assistant Collectors of Central Excise in charge of Divisions in the Hyderabad Central Excise Collectorate for customs ports situated with in their respective Divisions."</p> |

[No. 65.]

S.R.O. 8.—In exercise of the powers conferred by section 6 of the Sea Customs Act, 1878 (VIII of 1878), and in supersession of the notifications of the Government of India in the Ministry of Finance (Revenue Division) No. 78-Customs, dated the 19th August, 1950 and No. S.R.O. 517-Customs, dated the 9th September, 1950, the Central Government hereby appoints each of the Superintendents of Central Excise in charge of the Circles of the Madras, Hyderabad and Baroda Central Excise Collectorates, all Deputy Superintendents, Inspectors, Supervisors, Range Officers, Ministerial Officers and peons borne on the establishment of each of the Madras, Hyderabad and Baroda Central Excise Collectorates, who are for the time being posted to ports within the jurisdictions of those Collectorates, to be officers of Customs and to exercise the powers conferred and perform the duties imposed by the said Act on such officers, within their respective jurisdictions.

[No. 66.]

S.R.O. 9.—In exercise of the powers conferred by section 188 of the Sea Customs Act, 1878 (VIII of 1878), the Central Government directs that the following amendment shall be made in the notification of the Government of India in the Ministry of Finance (Revenue Division) No. 17-Customs, dated the 17th February 1951, namely:—

In the said notification for the words "Collectors of Customs, Calcutta, Madras, Bombay and Saurashtra, and the Collectors of Central Excise in charge of the Calcutta, Madras, Bombay, Baroda, Shillong and Delhi Central Excise Collectorates" the words "Collectors of Customs, Calcutta, Madras and Bombay, and the Collectors of Central Excise in charge of the Calcutta, Madras, Bombay, Baroda, Shillong, Delhi and Hyderabad Central Excise Collectorates" shall be substituted.

[No. 69.]

A. K. MUKARJI, Dy. Secy.

CENTRAL BOARD OF REVENUE

CUSTOMS

New Delhi, the 27th December 1952

S.R.O. 10.—In exercise of the powers conferred by section 9 of the Sea Customs Act, 1878 (VIII of 1878), and in supersession of its notification No. S.R.O. 533 Customs, dated the 9th September 1950, the Central Board of Revenue makes the

following rules prescribing and limiting the powers and duties of officers of Customs in the Central Excise Collectorate of Baroda and Hyderabad, namely:—

1. All Customs Officers at the sub-ports under the jurisdictions of the Collectors of Central Excise, Baroda and Hyderabad, are required to prevent smuggling and are authorised to exercise all the powers conferred by Chapter XVII of the Sea Customs Act, 1878 (VIII of 1878), on Officers of Customs duly employed for the prevention of smuggling.

2. All Superintendents, Deputy Superintendents and Inspectors of Central Excise shall exercise the powers and perform the duties in connection with the examination and classification of goods referred to in the various sections of the Sea Customs Act.

3. Officers of Customs on duty, not below the rank of a Supervisor, shall have powers to grant written permission under section 72 of the Act for the landing of fresh fruits, vegetables and live stock,

(a) on any Sunday or holiday, and

(b) on any day beyond the hours from time to time appointed by the Chief Customs authority by notification in the official gazette, at a wharf which is appointed for the landing of such goods.

4. All Superintendents, Deputy Superintendents and Inspectors shall in respect of all ports within their respective jurisdictions and the Officers in charge of Customs at minor ports shall in respect of their respective ports exercise the powers conferred, and perform the duties imposed, on a Customs Collector under sections 24, 29, 55, 57, 58, 61, 62, 63, 65, 86, 187, 141, 143, 158, 159, 160, 161, 195, 200 and 201 of the said Act.

[No. 67.]

S.R.O. 11.—In exercise of the powers conferred by the proviso to section 182 of the Sea Customs Act, 1878 (VIII of 1878), and in supersession of its notification No. S.R.O. 549-Customs, dated the 9th September 1950, the Central Board of Revenue directs that the Superintendents and Deputy Superintendents of Central Excise in-charge of the Custom Houses under the jurisdictions of the Collectors of Central Excise, Madras, Hyderabad and Baroda, respectively, may exercise the powers conferred under clause (c) of the said section.

[No. 68.]

A. K. MUKARJI, Secy.

MINISTRY OF COMMERCE AND INDUSTRY

New Delhi, the 23rd December 1952

S.R.O. 12.—The following Notification issued by the Iron and Steel Controller under clause 11B of the Iron and Steel (Control of Production and Distribution) Order, 1941, is published for general information:—

"Notification

In exercise of the powers conferred by sub-clause (1) of clause 11B of the Iron and Steel (Control of Production and Distribution) Order, 1941, the Iron and Steel Controller is pleased to notify the following amendments to Appendix II to the late Ministry of Industry and Supply Notification No. I(I)-2(32)/50, dated 12th April 1950, published in the *Gazette of India*, dated the 22nd April 1950, as amended from time to time, namey,—

I—Corrigendum

(a) Delete the following entries together with the place extras shown against each:—

Kalighat, Lilhoah, Nimtolla, Parel, Perambur, Royapuram, Shalimar, Sion, Utladanga.

(b) *For Bakdel read Bandel.*

For Bajjol read Bajhol.

For Joghani read Jogbani.

(c) Against	Bhavnagar Docks Bhavnagar	for Rs. 23/-	Read Rs. 20/8/-
"	Terminus	" Rs. 22/12/-	" Rs. 20/8/-
"	Majhowlia	" Rs. 20/8/-	" Rs. 19/8/-
"	Pilibhit	" Rs. 27/8/-	" Rs. 28/4/-
"	Pipli	" Rs. 25/-	" Rs. 25/4/-
"	Riga	" Rs. 14/8/-	" Rs. 18/12/-
"	Rupnarayanpur	" Rs. 7/4/-	" Rs. 9/4/-
"	Sabarmati	" Rs. 16/8/-	" Rs. 16/4/-

II. Addendum

Add the following entries in Appendix II in alphabetical order:

Destination	Place Extra per ton.	Destination	Place Extra per ton.
	Rs. A. P.		Rs. A. P.
A		K	
Andheri	3-12-0	Kanhan	21-4-0
B		Khandwa Jn.	17-0-0
Barnala	33-4-0	Madanapalle	10-0-0
Bhimavaram	16-12-0	Madhavnagar	14-12-0
Bholaganj G. S.	26-4-0	Mandapam	17-4-0
Bilaspur	19-4-0	Margherita	43-8-0
Bisapur	28-4-0	P	
C		Palwal	28-8-0
Champion	10-12-0	Podanur	15-12-0
Chittur	7-0-0	R	
D		Rajula City	21-12-0
Desur	17-12-0	S	
F		Sambalpur	16-12-0
Faridkote	33-4-0	Shoranur	17-0-0
G		Sivakasi	17-4-0
Garden Reach	4-12-0	V	
J		Vishranbug	15-4-0
Jaora	19-8-0	Vyara	11-8-0

(Sd.) C. R. NATESAN,
Iron and Steel Controller[No. SC(A)-2(32).]
D. HEJMADI, Under Secy.

New Delhi, the 24th December 1952

S.R.O. 13.—In exercise of the powers conferred by section 22 of the Supply and Prices of Goods Act, 1950 (LXX of 1950), the Central Government hereby rescinds the notification of the Government of India in the late Ministry of Industry and Supply, No. S.R.O. 19, dated the 6th January, 1951, relating to the delegation of powers under clauses (a) and (b) of section 13 of the said Act, to Mr. K. N. Kaimal, Rubber Controller, Kottayam.

[No. 16(4)-PC/52.]
B. B. SAKSENA, Dy. Secy.

New Delhi, the 3rd January 1953

S.R.O. 14.—In exercise of the powers conferred by section 3 of the Essential Supplies (Temporary Powers) Act, 1946 (XXIV of 1946), the Central Government

hereby directs that the following further amendments shall be made in the Cotton Textiles (Control) Order, 1948, namely:—

In the said order—

- I. In the proviso to paragraph (a) of sub-clause (3) of Clause 21 for the words and figure "the months of May, June, July, August, September, October, November, and December 1952" the words and figures "the period May 1952 to March 1953, both months inclusive" shall be substituted.
- II. In paragraph (a) of sub-clause (1) of Clause 28 for the words "preceding two months" the words "preceding three months" shall be substituted.

[No. 9(4)-CT(A)/52-21.]

P. GOVINDAN NAIR, Dy. Secy.

MINISTRY OF FOOD AND AGRICULTURE

New Delhi, the 3rd January 1953

S.R.O. 15.—In exercise of the powers conferred by clause 2(a) of the Vegetable Oil Products Control Order, 1947, as amended by the Government of India in the Ministry of Food and Agriculture Notification No. S.R.O. 2040, dated the 22nd December, 1951, I hereby authorise the Director, Public Health Institute, Nagpur to exercise within his jurisdiction and subject to such directions as may be issued by me from time to time in this behalf, the powers of the Vegetable Oil Products Controller for India under clause 13 of the said Order.

[No. 2-VP(2)/52.]

P. A. GOPALAKRISHNAN,
Vegetable Oil Products Controller for India.

MINISTRY OF HEALTH

New Delhi, the 24th December 1952

S.R.O. 16.—Dr. S. N. Gantayat, M.B., B.S., D.O. (Madras), D.O. (Oxon), has been duly elected to be a member of the Medical Council of India under clause (b) of sub-section (1) of section 3 of the Indian Medical Council Act, 1933 (XXVII of 1933), with effect from the 11th December, 1952.

[No. F.5-6/52-MI.]

S.R.O. 17.—In exercise of the powers conferred by the proviso to article 309 of the Constitution, the President hereby directs that the following amendment shall be made in the College of Nursing (Central Services, Class II and IV) Recruitment Rules, published with the notification of the Government of India in the Ministry of Health No. F. 3-21/51-MI, dated the 25th March, 1952:—

In Category II of Schedule I (Central Services, Class III) annexed to the said notification, the following note shall be added at the end, namely:—

"NOTE.—If a nurse who has no professional and teaching experience is appointed to these posts, she will be paid Rs. 100 p.m. during the period of probation."

[No. F. 3-21/51-MI.]

KRISHNA BIHARI, Asstt. Secy.

New Delhi, the 24th December 1952

S.R.O. 18.—In partial modification of this Ministry's notification No. F.4-6/50-D. dated the 5th December, 1950, it is hereby notified for general information that under clause (xi) of sub-section (2) of section 5 of the Drugs Act, 1940 (XXIII of 1940), Dr. Anil Kumar Sen, M.B., has been elected by the Central Council of the

Indian Medical Association as a member of the Drugs Technical Advisory Board with effect from the 29th October, 1950.

[No. F.4-7/52-DS.]

S. DEVANATH, Under Secy.

New Delhi, the 24th December 1952

S.R.O. 19.—In exercise of the powers conferred by clause (iii) of rule 10 of the Indian Aircraft (Public Health) Rules, 1946, the Central Government hereby direct that the following further amendment shall be made in the notification of the Government of India in the Ministry of Health No. F.10-54/49-PH(II), dated the 1st November 1950, namely:—

In the said notification, after item 12, the following item shall be added at the end namely:—

“13. The Government of Ceylon.”

[No. F.10-33/49-PH(II)(PHI).]

P. S. DORASWAMI, Under Secy.

MINISTRY OF COMMUNICATION

(Posts & Telegraphs)

New Delhi, the 24th December 1952

S.R.O. 20.—In exercise of the powers conferred by section 7 of the Indian Telegraph Act, 1885 (XIII of 1885), the Central Government hereby directs that the following further amendment shall be made in the Indian Telegraph Rules, 1951, namely:—

For clause (xi) of rule 40 of the said Rules the following clause shall be substituted, namely:—

“(xi) The fee for registration of abbreviated address shall be as follows:—

- (a) not exceeding three months—Rs. 8
- (b) exceeding three months but not exceeding six months—Rs. 12
- (c) exceeding six months but not exceeding nine months—Rs. 16.
- (d) exceeding nine months but not exceeding twelve months—Rs. 20

The fee for registration shall be paid in advance to the Officer-in-Charge of Telegraph Office at which registration is effected.”

[No. T-142/51.]

K. V. VENKATACHALAM, Dy. Secy.

MINISTRY OF WORKS, HOUSING AND SUPPLY

New Delhi, the 29th December 1952

S.R.O. 21.—In exercise of the powers conferred by sub-section (1) of section 17 of the Requisitioning and Acquisition of Immovable Property Act, 1952 (XXX of 1952), and clause (i) of article 258 of the Constitution of India, the Central Government hereby directs that the powers exercisable by it by or under sections 6 and 7, by or under section 8 except clause (b) of sub-section (1) and by or under section 13 of the said Act shall be exercisable also by all the Collectors in the State of Bombay in respect of any property situated within their respective jurisdiction, provided that the powers under section 8 of the said Act in so far as it relates to fixing compensation by agreement shall not be exercised except with the previous concurrence of the Central Government.

2. The Central Government hereby further directs that the powers exercisable by it by or under clause (b) of sub-section (I) of section 8 of the said Act shall be exercisable also by the Government of Bombay in respect of any property situated within the State of Bombay.

[No. 10739-WII/52.]

K. K. SHARMA, Dy. Secy.

MINISTRY OF LABOUR

New Delhi, the 24th December 1952

S.R.O. 22.—In exercise of the powers conferred by section 16 of the Tea Districts Emigrant Labour Act, 1932 (XXII of 1932), the Central Government hereby declares that, with effect from the 1st March, 1953, the area comprised within the former Cooch Behar State in the State of West Bengal, shall be a controlled emigration area.

[AL.145/EMG(13)/I.]

S.R.O. 23.—In exercise of the powers conferred by sub-section (1) of section 17 of the Tea Districts Emigrant Labour Act, 1932 (XXII of 1932), the Central Government hereby empowers the Deputy Commissioner, Cooch Behar, in the State of West Bengal, to grant licence to any person to act as a local forwarding agent within the limits of his district, on behalf of an employer or employers of labourers.

[AL.145/EMG(13)/II.]

S.R.O. 24.—In exercise of the powers conferred by sub-section (3) of section 36 of the Tea Districts Emigrant Labour Act, 1932 (XXII of 1932), the Central Government hereby invests the Deputy Commissioner, of Cooch Behar, and the Sub-Divisional Magistrate of each of the sub-divisions of Cooch-Bihar Sadar, Dinhata, Mathabhanga, Tufanganj, and Mekliganj in the State of West Bengal, with the powers of the Controller under sub-clauses (iv) and (v) of clause (a) and clauses (b), (c) and (d) of section 4 and under sections 33, 34 and 35 of the Act in respect of his district or sub-division, as the case may be.

[No. AL.145/EMG(13)/III.]

S.R.O. 25.—In exercise of the powers conferred by sub-section (4) of section 36 of the Tea Districts Emigrant Labour Act, 1932 (XXII of 1932), the Central Government hereby invests the Civil Surgeon of the Cooch Behar District, with the powers of the Controller under sub-section (1) of section 33 and sub-section (1) of section 35 of the said Act, to be exercised within his jurisdiction.

[AL.145/EMG(13)/IV.]

SADASHIVA PRASAD, Dy. Secy.

New Delhi, the 24th December 1952

S.R.O. 26.—In exercise of the powers conferred by sub-section (1) of Section 13 of the Employees' Provident Funds Act, 1952 (XIX of 1952), the Central Government hereby appoints Shri N. K. Joshi, Officiating Special Labour Officer, Rajasthan, to be an Inspector for the whole of the State of Rajasthan for the purposes of the said Act and of any scheme made thereunder in relation to factories engaged in a controlled industry or in an industry connected with a mine or an oilfield.

[No. PF-516(47).]

S.R.O. 27.—In exercise of the powers conferred by sub-section (1) of section 13 of the Employees' Provident Funds Act, 1952, (XIX of 1952), the Central Government hereby appoints Shri S. N. Shukla, Labour Commissioner, Rajasthan, to be an Inspector for the whole of the State, for the purposes of the said Act and of any scheme made thereunder in relation to factories, engaged in a controlled industry or in an industry connected with a mine or an oilfield.

[No. P.F.516(52).]

New Delhi, the 27th December 1952

S.R.O. 28.—In exercise of the powers conferred by sub-section (1) of section 13 of the Employees' Provident Funds Act, 1952 (XIX of 1952), the Central Government hereby appoints Shri K. S. Sethi, temporary Investigator Grade I, Ministry of Labour, to be an Inspector for the whole of the State of Punjab, for the purposes of the said Act and of any scheme made thereunder in relation to factories engaged in a controlled industry or in an industry connected with a mine or an oilfield.

[No. P.F.516(14).]

TEJA SINGH SAHNI, Under Secy.

New Delhi, the 27th December 1952

S.R.O. 29.—In exercise of the powers conferred by sub-section (1) of section 11 of the Mines Act, 1952 (XXXV of 1952), the Central Government hereby appoints each of the qualified medical practitioners mentioned in column 1 of the Schedule hereto annexed to be a certifying surgeon for the purposes of the said Act within the local limits and for the class or description of mines specified against him in the corresponding entry in column 2 of the said Schedule.

THE SCHEDULE

Name of the qualified medical practitioner	Jurisdiction
(1)	(2)
1. Dr. D. C. Bhatta- charjee Junior Labour Inspector of Mines.	All Mines in Manbhum except those which lie east of a line drawn from mile 175 on the Bengal Nagpur Railway to mile 169 on the Grand Trunk Road and continued in straight line across in district. All mines in the districts of Singhbhum, Ranchi, Palamau and Sahabad. All coal mines in Hazaribagh district. All stone mines Uttar Pradesh. All mines in Orissa (including those in the merged States of Mayurbhanj, Keonjhar, Talcher, Koraput, Sundergarh). All mines in Vizagapatam district in Madras.
2. Dr. P. Ganguly, Junior Labour Ins- pector of Mines.	All mines in West Bengal and Assam. Such mines in Bihar as lie in the district of the Santhal Parganas and in the district of Manbhum east of a line drawn from mile 175 on the Bengal Nagpur Railway to mile 169 on the Grand Trunk Road and continued in a straight line across the district. All mica and metalliferous mines in the districts of Hazaribagh, Gaya, Monghyr and Bhagalpur.
3. Dr. B. K. Sen Gupta, Junior Labour Inspector of Mines.	All mines in Madhya Pradesh and Vindhya Pradesh. Sasti Colliery in Hyderabad. All mines in Bombay excluding those in the district of North Kanara, Surat and north of river Tapti.
4. Dr. A. S. Renil, Junior Labour Inspec- tor of Mines.	All mines in Ajmer-Merwara, Rajasthan, East Punjab, Himachal Pradesh, Madhya Bharat, Saurashtra, Delhi, Kutch and in Patiala and the East Punjab State Union. All mines in Bombay to the north of river Tapti and those in the district of Surat.
5. Dr. V. Vijaya Raghavulu, Junior Labour Inspector of Mines.	All mines in Mysore and Travancore-Cochin. All mines in Hyderabad excluding Sasti Colliery. All mines in Madras excluding those in the district of Vizagapatam. Mines in the district of North Kanara and Dharwar in Bombay.

[No. M-41(20)52.]

P. N. SHARMA, Under Secy.

New Delhi, the 24th December 1952

S.R.O. 30.—In pursuance of Section 17 of the Industrial Disputes Act, 1947 (XIV of 1947), the Central Government hereby publishes the following awards of the Industrial Tribunal, Calcutta, in the matter of industrial disputes between certain insurance companies and their workmen in Calcutta.

CENTRAL GOVERNMENT INDUSTRIAL TRIBUNAL AT CALCUTTA

20/1, Gurusaday Road, Ballygunge, Calcutta—19.

BEFORE SHRI K. S. CAMPBELL-PURI, B.A., LL.B., CHAIRMAN

Reference No. 21 of 1951

Messrs. India Equitable Insurance Co. Ltd., Calcutta

And

Their workmen

Appearances:

Shri D. L. Sen Guta, Advocate, Assisted by Shri Puspamoy Das Gupta, Joint Secretary, Insurance Office Employees Association of Bengal.

Shri Nakuleshwar Banerjee in person.

Shri Shilb Das Nag in person.

Shri Dukari Nath Chatterjee.

Shri N. M. Das Gupta, Advocate, assisted by Shri A. C. Bose, Secretary, for India Equitable Insurance Co. Ltd.

AWARD

By Notification No. LR. 90(120), dated 4th December 1951, Government of India in the Ministry of Labour referred to this Tribunal an industrial dispute for adjudication between the management of 12 different insurance companies in Calcutta mentioned in Schedule I and their workmen in respect of the matters specified in Schedule II. As the number of insurance companies mentioned in Schedule I was large and there was every possibility of divergent pleas to be taken up by the different companies, the Reference was divided into 12 different cases to be dealt with separately and were consequently treated at separate number and M/s India Equitable Insurance Company Ltd. and its workmen were registered in this office as Reference No. 21 of 1951.

The usual notices were issued to the workmen Unions for filing statements of claim as well as to the employers for filing written statement thereafter and on the application of Shri Puspamoy Das Gupta, Joint Secretary Insurance Office Employees Association of Bengal the Employees Unions were allowed to file similar statements of claims if so desired, in all cases.

Now in the matter of M/s India Equitable Insurance Company Ltd. and their workmen (Reference No. 21 of 1951): On the completion of pleadings, the case came up for hearing in due course on the 5th of December 1952, but before any evidence was recorded a petition, dated 5th December 1952 for the withdrawal of claim (Ex. 1) under the signatures of 23 workmen of the Company was filed by Shri Nakuleshwar Banerjee, one of the employees of the Company. This petition was opposed by the Insurance Office Employees Association of Bengal, and the same is reproduced in entirety for facility of Reference.

*Ext. I*BEFORE THE CHAIRMAN, CENTRAL GOVERNMENT INDUSTRIAL TRIBUNAL,
CALCUTTA

Reference No. 21 of 1951

In the matter of an Industrial Dispute

Between

Messrs. India Equitable Insurance Co. Ltd.

And

Their workmen

Sir,

We, the undersigned are the only workmen of Messrs. India Equitable Insurance Co., Ltd. As it is reported that an Industrial Dispute is pending between the Company and its workmen, we beg to state as follows:—

1. That in view of the present financial condition of the Company, the existing pay, dearness allowance and other amenities are fair and adequate. On account of loss suffered by the Company, we are not entitled to Bonus. Besides, as regards security of service, working hours etc., existing arrangement are proper and reasonable. In fact, we have no dispute with the company in respect of any issues referred to the Tribunal for adjudication.

2. That we are not members of the union which alleged to have approached your Lordship to represent the workmen of the Company and we have never authorised the said union to represent us.

3. That in the above circumstances, we held a meeting on 28th November 1952 and authorised Shri Nakuleswar Banerjee a workman of the Company to file this application stating that we have "no dispute" with the Company.

In the circumstances, it is hereby prayed that your Lordship will be pleased to pass a "no dispute" Award in this case.

And for this act of kindness we as in duty bound, shall ever pray.

Gangadhar Chakraborty.
Anil Kumar Roy.
Ramdhan Bhattacharjee.
Bireswar Mukerjee.
Ganesh Chandra Chakraborty.
Sushil Kumar Chakraborty.
Sudhir Kumar Mustafi.
Kartic Chandra Chanda.
Dibakar Chakraborty.
Dulal Chandra Mukherjee.
Bibhuti Bhusan Dutta.
Probodh Lal Das Sarmah.
Niranjan Ch. Biswas.
Haripada Sarkar.
Nakuleswar Banerjee.
Phani Bhusan Chakraborty.
Sukhamay Chakraborty.
Arjun Prosad Tewary.
Raghu Thakur.
Kishun Sarmah.
Algu Tewary.
Kanai Lal Hait.
Kartick Chandra Chakravarty.

As the statement of claim in this case was filed initially by the Joint Secretary of the Insurance Office Employees Association of Bengal in conjunction with one Shri N. Haldar as President of Insurance Office Association of Bengal, it was deemed necessary to make an investigation into the genuineness of the move of withdrawal of the claim, and the hearing accordingly was adjourned to 8th December 1952 for regular enquiry into the matter. The parties were called upon to represent their respective view points and adduce evidence for and against if any. On the next hearing Shri Nakuleswar Banerjee who filed the petition on behalf of the 23 employees was examined who supported the petition on oath and deposed that the petition Ex. 1 was made Bona-fide in pursuance of the resolutions passed in the meeting of the employees of India Equitable Insurance Co. held at the registered office of the Company at 2 p.m. on 28th November 1952. A copy of the statement is appended with the award in Appendix (1), and a copy of the proceedings of the meeting which was annexed with the petition is also placed with the award as Appendix No. II. The statements of Shri Shib Das Nag and that of Shri Dukori Nath Chatterjee (members of the present staff of the Company) were also recorded because they were found present in the course of proceedings although they had not signed the petition along with the 23 employees. Copies of their statements are also appended in Appendix III with the award. They also supported the withdrawal of claim and deposed that no dispute was existing between the workmen and the Company.

On the other hand Shri Sen Gupta, the learned Counsel of the Insurance Office Employees Association of Bengal relied upon the letter sent to the Regional Labour Commissioner under the signature of the president of the Insurance Office Employees Association of Bengal relating to the ex-employees of the Company Ex. A., and also examined Shri Puspamoy Das Gupta, the Joint Secretary of the Insurance Office

Employees Association of Bengal. Shri Puspamoy Das Gupta (WW-1) states that he is the President of the India Equitable Employees Union which till exists and that the Union wants to proceed with the case. He also states that 30 employees have been discharged because they had formulated these demands, and that the Secretary of the Union and most of the executive members have been retrenched and consequently the Union is not agreeable to any agreement. In cross-examination the witness has admitted that it was not in his knowledge that the discharged persons have accepted the discharge order and whether Shri Narain Haldar, Assistant Secretary, and Shri Biswas, the Secretary, have accepted the discharge order. He however admits that he is not an employee of the Company and the number of employees at present working is 25 only. He further states that he became the President of the Equitable Employees Union on 29th January 1952 and he is not aware as to who was his predecessor in office because he was elected in his absence. The full text of Shri Gupta's statement is also appended with the award as Appendix No. IV for facility of reference and fuller view of the position taken up by the Union side, contrary to the stand taken up by the workmen who constitute the present staff of the Company.

Shri N. M. Das Gupta on behalf of the Employers tendered in evidence a petition dated 1st August 1951 (Ex. 2) and some vouchers Ex. 3 series. Ex. 2 is a copy of petition which purports to have been signed by 25 discharged employees of the Company wherein they have stated that due to the sudden retrenchment from their service they have been left to a unspeakably miserable condition. And they however remember that for inevitable cause they are retrenched and that they shall not be ungrateful to remind that they are favoured with three months basic salary but in view of the scanty amount they received as basic they request humbly to grant them their respective Dearness Allowance for the months for which they were given only the basic salary. Ex. 3 series are vouchers whereby they were paid. Both sides addressed their arguments at some length. The contention of Shri Sen Gupta on behalf of the Association while impugning the validity and genuineness of the petition (Ex. 1) mainly is that discharged employees also satisfy the definition of workman under section 2(s) of the Act and in the absence of their consent the present staff comprising over 25 persons was not competent to come to any settlement with the employer much less to withdraw the claim filed on their behalf by the association without having received any consideration. Reference was made to section 18 of the Act also and it was contended that the award was binding not only on the present staff but on all workmen and as such the withdrawal is likely to affect vitally the discharged employees. A decision of the Labour Appellate Tribunal in the case of Viswamitra Press (reported in Labour Law Journal, January 1952) was cited regarding the retrenchment of the employees. Finally, it was submitted that the withdrawal petition was not made voluntarily and the 23 persons as well as two others who have made their statements now in support of the withdrawal are under the thumb of the employer and have made their appearance in Court at the instance of the Employers. It was stressed that when they have received no consideration for withdrawal it goes to show that the withdrawal petition was not voluntary and the same was coerced by the Employers. On the other hand Shri N. M. Das Gupta urged on behalf of the company that u/s 36 of the Act, the Union which is alleged to exist comprising of discharged employees or the association have no *locus standi* to represent the workmen who constitute the present staff and who are admittedly not the members of the so-called Union. Particular reference was made to clause (c) and it was contended that where the worker is not a member of any trade union he can be represented by any other workman employed in the industry. The argument was reinforced that the workmen themselves have come forward to represent their case in a body and any other workman who is not in the employment of the Company cannot represent them. It was next argued that the discharged persons on whose behalf the Association has opposed the withdrawal application cannot be termed as discharged persons now when they have consented to their discharge as borne out by Ex. 2 their own petition wherein they asked for the payment of D.A. over and above the basic salary which was paid to them.

Now the petition Ex. 1 admittedly was not made with the consultation of the Association or with the Equitable Employees Union if it exists in the real sense and the situation that has arisen in these circumstances no doubt appears a bit confused, and the statements of Shri Nakuleswar Banerjee and that of Shri Puspamoy Das Gupta, the Joint Secretary of the Association do admit of close scrutiny in the light of all facts and circumstances. The position as explained above put in nut-shell is that a large number of employees were retrenched by the Company on account of their strained financial position. The Company is actually working under a scheme envisaged by the Insurance Act. The written statement filed by the Employers reveals that the Company was called upon by the Controller of Insurance for the immediate reduction of expenses within the prescribed ration and the position

became so critical in May 1951 that the Controller of Insurance threatened closure of the Company in the interest of policy holders. The Company in order to safeguard the policy holders interests and with a view to cover a huge deficit took steps to transfer their life insurance business to Arya Insurance Company Ltd. The company also stopped writing new business and as it dwindled considerably retrenched the service of certain employees as an economic measure. Vide para. 5 clauses (a), (b), (c) of the written statement. I however would not take these allegations as granted so far the dispute with regard to the retrenchment or discharge of the Ex-employees are concerned; but the hard fact remains that the Company is working under a certain scheme and the present employees are conscious of the stern actualities of the situation that in case they press their demands which have been formulated by the Association against all the Companies big or small uniformly; they might break the camel's back. It appears to me that they took realistic view in calling a meeting of the staff wherein the resolutions were passed not to press the claim. In regard to the position of the Union affiliated with the Association objection, moreover, was taken by the Employers at the very outset in the written statement in paragraphs 3 and 4 which reads as follows:

- (3) At no material time India Equitable Insurance Company had any recognized employees Union. The President the signatory of the claim had at any time no connection with the India Equitable Insurance Company, the present petition as such is not maintainable or legal.

Shri Nakuleshwar Banerjee who presided at the meeting of the staff had also made it clear in his statement that he had resigned the Presidency of the Union in 1951 out of protest and since then none of the members of the present staff are the members of any Union. In reply to a question as to who Shri D. Biswas, is, who has authorised the Association to file the statement of claim the witness, stated that he knew Biswas only as a co-worker and was not at all aware of any resolution passed by the committee for filing statement of claim on behalf of the present staff. It was urged that all 25 persons of the staff who are working with the Company have unanimously agreed in the withdrawal of the claim and for 'no dispute award', and the Association has no right to meddle into their affairs. Now the question for determination is as to whether the Association can come in their way and ask for, as they do, to proceed with the case, despite the motion of withdrawal of claim by the entire Existing staff.

In this respect it is noteworthy that the case of the ex-employees regarding their discharge or retrenchment from service is not covered under this Reference. It is a different matter whether they satisfy the definition of workman as laid down under section 2(s) of the Act or not, their case is not referred to the Tribunal and does not form the subject of the issues mentioned in the Schedule. Furthermore, the workmen of the existing staff are not the members of the alleged Union which is alleged to be formed of the discharged employees only. The other argument viz. 'that the withdrawal is not voluntary inasmuch as the same is made without securing any consideration for withdrawal' is also devoid of any merit because withdrawal is generally speaking made owing to the inherent weakness or defect in the claim or satisfaction and does not necessarily require consideration. In this very Reference no less than three Employees Unions in the case of viz.

- (1) New India Assurance Co. Ltd., Vs. their workmen (11/51)
- (2) Calcutta Insurance Ltd., Vs. their workmen (14/51) and
- (3) United India Life Assurance Co. Ltd., Vs. their workmen (17/51),

have already withdrawn their claims and the Association was also a party in two of them. Consequently it is futile to urge that withdrawal always should carry some consideration.

Considering all these facts and circumstances I am of the opinion that there is no force in the argument that the present employees 25 in number are incompetent to file the petition or have been coerced to resolve for the withdrawal of the claim in the absence of any evidence of coercion, duress or undue influence exercised upon them by the Employers. Their presence in Court also hardly raises any presumption that they have come at the instance of the employers and even if they have chosen to come it rather be-speaks that they are unanimous in support of the withdrawal of petition. In the result I would allow the petition to be considered as an adjustment or satisfaction made *bona fide* and hold that the claim shall be deemed to have been withdrawn. Awarded accordingly.

Encl: Appendix No. I—IV.

K. S. CAMPBELL-PURI, *Chairman,*
Central Government Industrial Tribunal, Calcutta.

CALCUTTA;
The 10th December 1952.

APPENDIX NO. I

Calcutta, 8th December 1952

REFERENCE NO. 21 OF 1951

Name: Nakuleshwar Banerjee, states that I have filed the application dated 5th December 1952 on behalf of the present staff asking for 'no dispute award' inasmuch as no dispute exists between the staff and the Company as said in this application. 23 employees signed the application in token of assent to the application that they have no dispute. I have also filed the copy of the proceedings of the meeting of the employees of the India Equitable Insurance Company Ltd. on 28th November 1952. The copy of proceedings is signed by me. I have also signed the application and my name is at No. 15 of the signatories. I have not got any letter of authority on behalf of the workmen but they have signed the application itself and as such there is no need of authority. Every one of them signed it in my presence this application which is filed with the Tribunal. When the meeting was convened, in the course of the meeting they all signed. The members of the staff convened the meeting. The petition itself indicates that the meeting was convened as evidence from the copy of proceedings filed. We found that some of the ex-employees generally disturb the members of the staff and in order to give our view point so that the authorities may not blame us, we convened a meeting and passed resolution, copy of which is attached with the application. I am not sure whether the authorities at any time asked us that why the ex-employees come every time and disturb the staff. The number of employees now working is 23. About 25 employees are no longer in service. They have been discharged from service and they are called by me the ex-employees. There was Union of the employees of Equitable Insurance Company. I was also a member and President of that Union. When charter of demands was made I made a protest that as the Company was not in a position to meet the demands we should not make any demand and after that I severed my connection with the Union and resigned from the Union. I do not know whether any Union is still functioning.

I know D. Biswas a workman of the Union who was a co-worker. The copy of resolution dated 9th January 1952 shown to me and purports to have been signed by Shri D. Biswas but I am not aware of any resolution passed by any Committee. I am not aware of the total amount of the salary and allowances payable to the staff by the Company in these days. I have not consulted the register but I know that the strength of the staff is 23 or at the most 25.

NOTE.—Mr. Gupta wants to enquire that the employees who have come here to attend the Tribunal at whose expense they have come. To my mind this has no relevancy.

To Shri N. M. Das Gupta: All signatories are present here. The attendance register of the Company shown to me and I find that the number of staff is 25 including bearers, whose number is 5.

To Tribunal: Two of the clerks viz. (1) Dukuri Chatterjee, and (2) Shibdas Nag have not signed this application. They were not present in the meeting; of course they were present in the office. I did not ask them to sign as I did not find them. Those two persons who did not attend are present to-day.

(Sd.) NAKULESWAR BANERJEE, 8-12-52.

(Sd.) K. S. CAMPBELL-PURI.

R.O.&A.C.

(Sd.) K. S. C.

APPENDIX NO. II

PROCEEDINGS OF THE MEETING OF THE EMPLOYEES OF INDIA EQUITABLE INSURANCE CO. LTD., HELD AT THE REGISTERED OFFICE OF THE COMPANY ON 28TH NOVEMBER 1952 AT 2-0 P.M.

The names of members of the staff present in the meeting are enclosed hereto:—

Sri Nakuleswar Banerjee presided.

The Chairman placed before the meeting and explained the circumstances under which the Employees Union was formed in the year 1950. The Chairman also

explained the present financial position of the company involving very heavy loss as a result of which the company has become insolvent to the extent of about Rs. 11 lakhs and seeking its merger with the Arya Insurance Co. Ltd. He further explained that in order to observe strict economy in management the company has decided to run it on a Closed Fund without writing further new business to safeguard the interest of the Policyholders. He further explained under what circumstances the previous retrenchment were made only to run the business with lesser expenses and with economy.

The following resolutions were then placed before the meeting and were carried unanimously:—

1. Resolved that the existing members of the staff of India Equitable Insurance Co. Ltd., have ceased their connections since August 1951 with the Employees Union of the India Equitable Insurance Co. Ltd. that was constituted in 1950 and that they have not continued their membership since then.

2. Resolved further that in view of the present financial position of the India Equitable Insurance Co. Ltd., the employees, thereof are of opinion that to safeguard the interest of the policyholders, the company should be managed with a strict economy and that the members of the staff are quite satisfied with their present emoluments and that they have no grievances whatsoever against the management and that none of the existing employees are interested in the proceedings pending before the Industrial Tribunal nor they have any dispute in any such matter at all.

3. Resolved further that one of the members of the staff viz. Sri Nakuleswar Banerjee be and is hereby authorised to appear and represent the members of the staff and express their views as and when necessary before the said Industrial Tribunal.

(Sd.) NAKULESWAR BANERJI, *Chairman.*

28-11-52.

Names with signatures of the employees of the India Equitable Insurance Company Limited present in their meeting held on 28th November 1952 at 2 P.M. at the registered office of the company at 135, Canning Street, Calcutta—1.

Names and Signatures

1. (Sd.) Sri Niranjan Biswas.
2. (Sd.) Sri Gangadhar Chakraborty.
3. (Sd.) Sri Dibakar Chakraborty.
4. (Sd.) Sri Dulal Chandra Mukherjee.
5. (Sd.) Sri Ramdhan Bhattacharjee.
6. (Sd.) Sri Nakul Chandra Banerjee.
7. (Sd.) Sri Ganesh Chandra Chakraborty.
8. (Sd.) Sri Bireswar Mukherjee.
9. (Sd.) Sri Probodh Lal Das Sarmah.
10. (Sd.) Sri Sushil Kumar Chakraborty.
11. (Sd.) Sri Sudhir Kumar Mustafi.
12. (Sd.) Sri Haripada Sarkar.
13. (Sd.) Sri Phani Bhusan Chakraborty.
14. (Sd.) Sri Anil Kumar Roy.
15. (Sd.) Sri Bibhuti Bhusan Dutta.
16. (Sd.) Sri Sukhamoy Chakraborty.
17. (Sd.) Sri Kartic Chandra Chanda.
18. (Sd.) Sri Algu Tewary.
19. (Sd.) Sri Arjun Prosad Tewary.
20. (Sd.) Sri Raghu Thakur.
21. (Sd.) Sri Kishun Sarmah.
22. (Sd.) Sri Kanai Lal Hait.
23. (Sd.) Sri Kartick Chandra Chakravarty.

APPENDIX No. III

Statement of Shri Shib Das Nag.—I support the application that there is no dispute now. I attended the meeting but I left earlier.

(Sd.) SHIB DAS NAG, 8-12-1952.

Statement of Dukuri Nath Chatterjee.—I support the application that there is no dispute now. I attended the meeting but I left earlier.

(Sd.) DUKURI NATH CHATTERJEE,—8-12-1952.

APPENDIX No. IV

Statement of Shri Puspamoy Das Gupta.—I am the President of the India Equitable Employees Union. That Union still exists and it is a registered body. I in capacity of the President of the Union say that the Union wants to proceed with the case. Thirty employes have been discharged since the charter of demand was formulated and submitted to the Employers. They were dismissed in my view with the purpose that they had formulated the demand the employer was to face that. The Secretary of the Union has been retrenched as well as the Assistant Secretary. Most of the Executive Committee members have been retrenched. I am not aware that any agreement had been arrived at between the Employers and the staff at least the Union was not agreeable to any sort of agreement to be arrived at. None of the demands have been met by this time. Mr. D. Biswas, Secretary informed the Federation to take up their case and the statement of claim was filed by the Union and Federation both and that statement was signed also by Shri Narain Halder, Assistant Secretary.

Xrn. by Mr. N. M. Das Gupta.—It is not in my knowledge that the discharge persons have accepted their discharge from service. The Union has got a register of members of the Union but it is not at present in my possession. I do not know whether Mr. Narain Halder, the Assistant Secretary, and Mr. Biswas, the Secretary, have accepted the discharge order. I am not an employee of the Equitable Insurance Company.

To Tribunal.—I am an employee of National Insurance Company which Company have composed their difference with the employees so far I gather from the employees. I admit that the number of employees at present working with the India Equitable Insurance Company is 25. I am not aware when and how Shri N. Banerjee resigned from the Union. I became the President of the Equitable Insurance Employees Union on 29th January 1952. I am not aware who was my predecessor in office as President of the India Equitable Insurance Company. I was elected in the meeting of the general body. I am not in a position to say as to whether the present staff now working in the Company was present in that meeting. In point of fact I was not present and I was elected as President in my absence.

NOTE.—Mr. N. M. Das Gupta on behalf of the employers tendered a petition dated 1-8-1951. (Ex. 2), also some vouchers—Ext. 3 series).

(Sd.) PUSPAMAY DAS GUPTA—8-12-52.

(Sd.) K. S. CAMPBELL-PURI.

R.O. & A.C.

(Sd.) K. S. C.

CENTRAL GOVERNMENT INDUSTRIAL TRIBUNAL AT CALCUTTA.

20/1 Gurusaday Road, Ballygunge, Calcutta—19.

BEFORE SHRI K. S. CAMPBELL-PURI, B.A., LL.B, CHAIRMAN.

Reference No. 10 of 1951

Messrs National Fire and General Insurance Company Ltd., Calcutta,

Versus

Their workmen.

Appearances:

Shri K. P. Mukherjee of Messrs. Khaitan & Co., Solicitors, assisted by Shri R. C. Rakshit, Manager, for the Insurance Company.

Shri D. L. Sen Gupta, Advocate, assisted by Shri Saroj Kumar Saha, Secretary, National Fire & General Insurance Company Employees Union.

AWARD

By Notification No. LR. 90(120), dated 4th December 1951, Government of India in the Ministry of Labour referred to this Tribunal an industrial dispute for adjudication between the management of 12 different insurance companies in Calcutta mentioned in Schedule I and their workmen in respect of the matters specified in Schedule II. As the number of insurance companies mentioned in Schedule I was large and there was every possibility of divergent pleas to be taken up by the different companies, the Reference was divided into 12 different cases to be dealt with separately treated at separate number. The dispute between Messrs National Fire and General Insurance Co. Ltd., Calcutta and their workmen was consequently registered in this office as Reference No. 10 of 1951.

The usual notices were issued to the Employees Union for filing statements of claim as well as to the employers for filing written statement thereafter and on the application of Shri Puspamoy Das Gupta, Joint Secretary, Insurance Office Employees Association of Bengal, the Employees Unions were allowed to file similar statement of claims, if so desired, in all cases.

Now in the case of Messrs. National Fire and General Insurance Company Ltd. and their workmen (Reference No. 10 of 1951); on the completion of pleadings, the case came up for hearing in due course on the 5th December 1952 but before any evidence was recorded, the representatives of both sides stated that negotiations were afoot for the composition of their differences and asked for a week's time to arrive at some amicable settlement. The hearing, therefore, was adjourned to 11th December 1952; whereupon an agreement dated 11th Dec. 1952 was filed with the request to make an award in terms of the deed of settlement. The ratification of the terms of agreement was made by recording the statements of both sides which are reproduced in Annexure I and the award is accordingly made in terms of the agreement Ex. 1 which is reproduced *ad verbatim* as follows:

Ex. 1:

"TERMS OF SETTLEMENT arrived at Calcutta this the 11th day of December 1952 between the National Fire & General Insurance Employees' Union represented by the Insurance Office Employees Association of Bengal and the National Fire and General Insurance Co., Ltd., Calcutta, in the reference No. 10 of 1951.

Whereas both the above parties have settled their dispute, on the following terms for the clerical staff and sub staff at the Head Office and all the Indian Branches only:

TERMS

- 1(a) The starting salary of the clerical staff will be raised to Rs. 70/- P.M.
- (b) The starting salary of the sub-staff will be raised to Rs. 30/- P.M.
- 2(a) A flat rate of increment of Rs. 5/- p.m. in their basic salary to all the clerical staff will be paid.
- (b) A flat rate of increment of Rs. 5/- p.m. to all sub-staff will be paid.
- 3(a) The D. A. to the clerical staff drawing salary up to Rs. 250/- has been increased by 5 per cent. from 45 per cent. to 50 per cent., the minimum being raised from Rs. 40/- to Rs. 45/- and the maximum from Rs. 65/- to Rs. 70/-. The minimum for persons drawing a salary beyond Rs. 250 is automatically raised to Rs. 70.
- (b) The D. A. to the sub-staff has been raised from Rs. 23 to Rs. 28.
4. The present Efficiency Bar at the salary of Rs. 100 will be abolished.
5. Gratuity will be paid to the clerical staff and sub-staff in future on the terms and conditions as mentioned below:

(1) On the death of employee while in the service of the Company.	One month's basic salary for each year of continuous service subject to a maximum of 15 months' basic salary.
(2) On retirement from service after completion of 15 years continuous service.	Fifteen months' basic salary.
(3) On termination of service by the Company except on grounds of gross negligence of duty, misconduct and fraud.	One month's basic salary for each completed year of service but not more than 15 months' basic salary.

Of course no employee will be entitled to gratuity for the period less than 5 years' service. The salary for the purpose of calculating gratuity shall be the average basic salary during the 12 months next previous to death, retirement or termination of service as the case may be.

6. LEAVE RULES:

(a) *Casual Leave*: 15 days as per existing rules of the Company.

(b) *Privilege Leave*: Period increased to 30 days from 15 days with an accumulation of 90 days instead of 45 days.

(c) *Medical Leave*: Besides Privilege Leave an employee may also be given Medical Leave in case of prolonged illness when the actual period of leave may not be covered by the Privilege leave. Medical Leave will be counted at the rate of 5 days per year of service. In case of an employee with service of 10 years or more, in the event of serious and prolonged illness when the period is not covered by medical leave due, a further leave may also be granted to him for half the number of days of privilege leave which he may not have availed of during the period of service but to which he was entitled. If the illness still persists such employee may be granted further leave at half pay for a period not exceeding 3 months and thereafter he may be granted further leave without pay for a further period of 9 months.

Where an employee has suffered from such prolonged illness a certificate from a doctor authorised for the purpose by the Company will be required to be produced before he rejoins.

7. The age of retirement from service will be 58 instead of 55 years.

8. All other existing benefits and privileges available to the employees and all other conditions of service shall continue as usual.

The above terms are to come in force from 1st November 1952 and the payment should be made accordingly.

In Witness hereof the parties have subscribed their respective hands hereto and to a duplicate hereof.

For National Fire & Genl. Insc.
Employees' Union,

(Sd/) SAROJ COOMAR SAHA,
Secretary.

For and on behalf of National Fire & General
Insurance Co., Ltd.
(Sd.) B. C. RAKSHIT,
Manager.

For Insurance Office Employees' Association of Bengal.

(Sd.) PUSPAMAY DAS GUPTA,
Jt. Secretaries."

The agreement according to the terms given above shall come into force from 1st November 1952 with retrospective effect.

NOW THEREFORE THIS TRIBUNAL MAKES ITS AWARD IN TERMS AFORESAID (HAVING BEEN FULLY ADJUSTED BY AGREEMENT) THIS THE 13TH DAY OF DECEMBER, 1952.

Encl: Annexure I.

K. S. CAMPBELL-PURI, Chairman,
Central Government Industrial Tribunal, Calcutta.

ANNEXURE I.

Calcutta, 11th December 1952.

REFERENCE No. 10 OF 1951

The National Fire and General Insurance Company Ltd.,
and
Their workmen.

Appearances:

Shri K. P. Mukherjee, of Messrs Khaitan & Co., Solicitors, assisted by Shri Rakshit, Manager, of the Insurance Company.

Shri D. L. Sen Gupta, Advocate, assisted by Shri Saroj Kumar Saha, Asst. Secretary of the Employees Union.

The parties state that they have settled their dispute in terms of the agreement enclosed with the application and ask that an award be made in terms of the settlement (Ex. 1). The statement of the representatives be taken for the purpose of ratification.

(Sd.) K. S. CAMPBELL-PURI.

Statement of Shri Saroj Kumar Saha, Secretary of the National Fire and Gen. Ins. Employees Union and Shri Puspamoy Das Gupta, Jt. Secretary, Insurance Office Employees' Association.

State that the agreement Ex. 1 is signed by both of us in token of assent to the terms given in the agreement on behalf of the Union and the Association. We pray for implementing the same in the award.

R. O. & A. C.

(Sd/-) K. S. C.

(Sd.) PUSPAMAY DAS GUPTA.

(Sd.) SAROJ COOMAR SAHA.

(Sd.) K. S. CAMPBELL-PURI.

Statement of Shri B. C. Rakshit, Manager of the Company.

States that the Company has settled the dispute referred to the Tribunal with their employees in terms of the agreement Ex. 1 which has been signed by me. I subscribe to the terms on behalf of the employers and pray for the award be made in terms of the agreement.

R. O. & A. C.

(Sd.) K. S. C.

(Sd.) B. C. RAKSHIT.

(Sd.) K. S. CAMPBELL-PURI.

CENTRAL GOVERNMENT INDUSTRIAL TRIBUNAL AT CALCUTTA.

20/1, Gurusaday Road, Ballygunge, Calcutta—19.

BEFORE SHRI K. S. CAMPBELL-PURI, B.A., LL.B., Chairman.

Reference No. 13 of 1951

Messrs. National Insurance Company Ltd., Calcutta

Versus

Their workmen.

Appearances:

Shri K. P. Mukherjee of Messrs. Khaitan & Co., Solicitors, assisted by Shri B. J. Purohit, Secretary for the Insurance Company.

Shri D. L. Sen Gupta, Advocate, assisted by Shri Shih Das Sen Gupta, President and Shri Debabrata Basu, Secretary, for National Insurance Company Employees Union.

AWARD

By Notification No. L.R. 90(120), dated 4th December 1951, Government of India in the Ministry of Labour referred to this Tribunal an industrial dispute for adjudication between the management of 12 different insurance companies in Calcutta mentioned in Schedule I and their workmen in respect of the matters specified in Schedule II. As the number of insurance companies mentioned in Schedule I was large and there was every possibility of divergent pleas to be taken up by the different companies, the Reference was divided into 12 different cases to be dealt with separately and treated at separate number. The dispute between Messrs. National Insurance Co. Ltd., Calcutta and their workmen consequently was registered in this office as Reference No. 13 of 1951.

The usual notices were issued to the Employees Unions for filing statements of claim as well as to the employers for filing written statement thereafter and on the application of Shri Puspamoy Das Gupta, Joint Secretary, Insurance Office Employees Association of Bengal, the Employees Unions were allowed to file similar statements of claim, if so desired, in all cases.

Now in the case of Messrs. National Insurance Company Ltd. and their workmen (Reference No. 13 of 1951); on the completion of pleadings, the case came up for hearing in due course on the 5th December 1952 but before any evidence was recorded, the representatives of both sides stated that negotiations were afoot for the composition of their differences and asked for a week's time to arrive at some amicable settlement. The hearing was accordingly adjourned to 11th December 1952; whereupon an agreement dated 11th December 1952 was filed with a petition to make an award in terms of the settlement deed. The ratification of the terms of agreement was made by recording the statements of both sides, which are reproduced in Annexure I, and the award is accordingly made in terms of the agreement (Ex. 1) which is reproduced *ad verbatim* as follows:

Ex. 1:

"TERMS OF SETTLEMENT arrived at Calcutta this the 11th day of December 1952 between the National Insurance Employees' Union represented by the Insurance Office Employees Association of Bengal and the National Insurance Co., Ltd., Calcutta, in the reference No. 13 of 1951.

Whereas both the above parties have settled their dispute, on the following terms for the clerical staff and sub staff at the Head Office and all the Indian Branches only:

TERMS

- 1(a) The starting salary of the clerical staff will be raised to Rs. 70/- p.m.
- (b) The starting salary of the sub-staff will be raised to Rs. 30/- p.m.
- 2(a) A flat rate of increment of Rs. 5/- p.m. in their basic salary to all the clerical staff will be paid.
- (b) A flat rate of increment of Rs. 5/- p.m. to all sub-staff will be paid.
- 3(a) The D. A. to the clerical staff drawing salary up to Rs. 250/- has been increased by 5 per cent. from 45 per cent. to 50 per cent., the minimum being raised from Rs. 40/- to Rs. 45/- and the maximum from Rs. 65/- to Rs. 70/-. The minimum for persons drawing a salary beyond Rs. 250 is automatically raised to Rs. 70.
- (b) The D. A. to the sub-staff has been raised from Rs. 25 to Rs. 28.
4. The present Efficiency Bar at the salary of Rs. 100 will be abolished.
5. Gratuity will be paid to the clerical staff and sub-staff in future on the terms and conditions as mentioned below:

(1) On the death of employee while in the service of the Company.	One month's basic salary for each year of continuous service subject to a maximum of 15 months' basic salary.
(2) On retirement from service after completion of 15 years' continuous service.	Fifteen months' basic salary.
(3) On termination of service by the Company except on grounds of gross negligence of duty, misconduct and fraud.	One month's basic salary for each completed year of service but not more than 15 months' basic salary.

Of course no employee will be entitled to gratuity for the period less than 5 years' service. The salary for the purpose of calculating gratuity shall be the average basic salary during the 12 months next previous to death, retirement or termination of service as the case may be.

6. LEAVE RULES:

- (a) *Casual Leave*: 15 days as per existing rules of the Company.
- (b) *Privilege Leave*: Period increased to 30 days from 15 days with an accumulation of 90 days instead of 45 days.
- (c) *Medical Leave*: Besides Privilege Leave an employee may also be given Medical Leave in case of prolonged illness when the actual period of leave may not be covered by the Privilege leave. Medical Leave will be counted at the rate of 5 days per year of service. In case of an employee with service of 10 years or

more, in the event of serious and prolonged illness when the period is not covered by medical leave due, a further leave may also be granted to him for half the number of days of privilege leave which he may not have availed of during the period of service but to which he was entitled. If the illness still persists such employee may be granted further leave at half pay for a period not exceeding 3 months and thereafter he may be granted further leave without pay for a further period of 9 months.

Where an employee has suffered from such prolonged illness a certificate from a doctor authorised for the purpose by the Company will be required to be produced before he rejoins.

7. The age of retirement from service will be 58 instead of 55 years.

8. All other existing benefits and privileges available to the employees and all other conditions of service shall continue as usual.

The above terms are to come in force from 1st November 1952 and the payment shall be made accordingly.

In Witness hereof the parties have subscribed their respective hands hereto and to a duplicate hereof.

For and on behalf of
NATIONAL INSURANCE CO., LTD.

For and on behalf of
NATIONAL INSURANCE
EMPLOYEES' UNION.

(Sd/) B. J. PUROHIT,
Secretary.

(Sd/) DEBABRATA BASU,
Secretary.

(Sd/) SHIB DAS SEN GUPTA,
President.

For Insurance Office Employees' Association of Bengal.

(Sd/-) PUSPAMAY DAS GUPTA,

Jt. Secretaries."

The agreement according to the terms given above shall come into force from 1st November 1952 with retrospective effect.

NOW THEREFORE THIS TRIBUNAL MAKES ITS AWARD IN TERMS AFORESAID (HAVING BEEN FULLY ADJUSTED BY AGREEMENT) THIS THE 13TH DAY OF DECEMBER 1952.

Encl: Annexure I.

K. S. CAMPBELL-PURI, *Chairman*,
Central Government Industrial Tribunal, Calcutta.

ANNEXURE I

Calcutta, 11th December 1952

REFERENCE NO. 13 OF 1951

Messrs. National Insurance Company Ltd.

and

Their workmen.

Appearances:

Shri Debabrata Basu, Secretary and Shib Das Sen Gupta, President of the National Insurance Company Ltd. Employees Union.

Shri K. P. Mookerjee of Messrs. Khaitan & Co., Solicitors, assisted by B. J. Purohit, Secretary of the Company.

The parties state that they have settled their dispute in terms of the agreement (Ex. 1). Let their statement be recorded for the purpose of ratification.

(Sd/) K. S. CAMPBELL-PURI.

Statement of Debabrata Bose, Secretary and Shib Das Sen Gupta, President of the National Employees Union and Shri Puspamay Das Gupta, Joint Secretary.

State that they have composed their difference in terms of the agreement (Ex. 1). An award may be made in terms of the agreement. Signed by us on behalf of the Employees Union and Association.

R. O. & A. C.

(Sd/-) K. S. C.

(Sd/) PUSPAMAY DAS GUPTA.

(Sd/) S. SEN GUPTA.

(Sd/) DEBABRATA BASU.

(Sd/) K. S. CAMPBELL-PURI.

Statement of Shri B. J. Purohit, Secretary of the Company

States that we have settled our dispute with the employees in terms of the agreement (Ex. 1) which is signed by me. Award be made in terms of the agreement.

R. O. & A. C.

(Sd/-) K. S. C.

(Sd/) B. J. PUROHIT.

(Sd/) K. S. CAMPBELL-PURI.

[No. LR.90(120).]

ORDER

New Delhi, the 23rd December 1952

S.R.O. 31.—In exercise of the powers conferred by section 10 of the Industrial Disputes Act, 1947 (XIV of 1947), the Central Government hereby directs that the following amendment shall be made in the Order of the Government of India in the Ministry of Labour No. S.R.O. 1737, dated the 8th October 1952, namely:—

In the Schedule to the said Order, the following additional entry shall be made after entry 3:—

"4. Reinstatement of the tally clerks retrenched in November 1949 (specific cases to be cited by workmen.)"

[No. LR-3(176).]

P. S. EASWARAN, Under Secy.

